**HON'BLE SRI JUSTICE GODA RAGHURAM**

**W.P.NO. 4737 OF 2006**

**DATED: 10.3.2006**

Between:

G. Ratna Kumar

… Petitioner

and

The Chairman & Managing Director,

E.P.D.C. of A.P. Limited,

Visakhapatnam and others

… Respondents

**HON'BLE SRI JUSTICE GODA RAGHURAM**

**W.P.NO.4737 OF 2006**

**ORAL ORDER:**

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The petitioner, a contractor in electrical works, entered into a non-statutory contractual relationship with the respondents pursuant to a tender notification issued by the 3rd respondent for carrying out operation and maintenance in the 33/11 KV sub-station in Operation Circle, Rajahmundry and for Peddapuram sub-station, Kakinada division. He was awarded the work for the period 1.4.2005 to 31.3.2006, pursuant to an agreement executed by the 3rd respondent on behalf of the 1st respondent.

According to the petitioner, he employed four qualified persons for carrying out the operation and maintenance works duly submitting resumes of those four employees along with certified copies of their educational qualifications to the 4th respondent. The 4th respondent is alleged to have employed three persons on his own on the influence of a local legislator and did not permit two of the persons identified by the petitioner to work. As a consequence, the petitioner states he suffered a loss during the contractual period ending on 31.3.2006. According to the petitioner, the respondents are trying to issue a tender notification for the ensuing year commencing from 1.4.2006. The petitioner claims to have suffered a loss in the contract for the previous year as he was not permitted to do the contract work by employing his own persons and at the instance of the 4th respondent. He seeks in this writ petition a direction to the respondents to extend by one more year his contractual tenure i.e. from 1.4.2006 to 31.3.2007 without resorting to a fresh tendering process.

Shorn off all the verbiage, the relief sought by the petitioner in this writ petition under Article 226 of the Constitution of India, is that this court must evaluate the factual conflicts; arrive at the conclusion that the employment of three persons on his own by the 4th respondent was a violation of the non-statutory contractual terms between the petitioner and the respondents and consequently award the next year's contract also to the petitioner as a measure of compensation/damages for the loss suffered by the petitioner, on account of the violation of the reciprocal promises by the respondents. This is an area essentially adjudicated by a civil court of competent jurisdiction and not by this court, under Article 226 of the Constitution of India.

No public law issues are presented for adjudication of these post-non-statutory contractual disputes between the petitioner and the respondents.

Writ Petition is misconceived and is accordingly dismissed. The petitioner is at liberty to pursue appropriate remedies including before the civil court of competent jurisdiction. No order as to costs.

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**GODA RAGHURAM, J**

**Date: 10.3.2006**

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